

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2021-32-T - ORDER NO. 2021-267

JUNE 18, 2021

IN RE: Application of FCF moving & Storage, LLC)	ORDER APPROVING
d/b/a Good Greek Moving & Storage to)	TARIFF AMENDMENTS
Amend Its Tariff)	

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of FCF moving & Storage, LLC d/b/a Good Greek Moving & Storage (hereinafter referred to as “Good Greek” or the “Company”). The Company seeks approval of certain decreases and increases in hourly rates and other tariff changes. Good Greek presently holds a Class E Household Goods Certificate of Public Convenience and Necessity¹ to transport household goods statewide pursuant to the authority granted by this Commission. *See* Docket No. 2020-139-T.

II. FACTS AND PROCEDURAL HISTORY

Good Greek filed its Application to Amend its Tariff with the Commission on January 26, 2021. By letter dated February 2, 2021, the Clerk’s Office of the Commission instructed Good Greek to publish the Notice of Filing (“Notice”) in newspapers of general circulation in the areas affected by the Application. The purpose of the Notice was to inform interested parties of the Company’s proposed tariff changes and set an intervention

¹ Certificate No. 9876

deadline of March 10, 2021. The Company was required to publish, one time, the Notice on or before February 17, 2021, and provide proof of publication no later than March 10, 2021. When the Company failed to publish the Notice of Filing as directed, the Clerk's Office issued a Revised Notice of Filing on March 11, 2021, which changed the intervention deadline to April 16, 2021, and the deadline for proof of publication to March 26, 2021. The Company complied with this instruction and provided the Commission with proof of publication. The Notice was published in *The Post and Courier* on March 13, 2021; and the proof of the publication was filed by Good Greek on March 17, 2021. No person or entity intervened as a party of record. On February 11, 2021, the Company filed a revised amended tariff with the Commission which included changes made as a result of a consultation between the Company and the South Carolina Office of Regulatory Staff ("ORS").

ORS, a party of record pursuant to S.C. Code Ann. § 58-41-10(B) (Supp. 2020), completed a review of the proposed tariff and submitted its findings ("Impact Study") with the Commission on March 11, 2021. The Impact Study provided: (1) a calculation of the percentage of increase and decrease in Good Greek's rates and charges in the proposed tariff; (2) the result of a compliance review, (3) consumer complaints related to Good Greek in the past 12 months, and (4) Good Greek's compliance with Annual Report and Gross Receipts filing requirements. ORS did not object to Good Greek's Application.

III. EVIDENCE OF RECORD

Good Greek has an approved tariff on file with the Commission. The Company's current rates along with the proposed rates in the Amended Tariff are as follows:

TABLE 1

Description of Rate	Current Rate	Proposed Rate
• Packing/Moving/Labor Rates		

OFF PEAK SEASON**Monday through Thursday**

Van + 2 men	\$115/hour	\$110/hour
Van + 3 men	\$145/hour	\$140/hour
Van + 4 men	\$175/hour	\$170/hour

Friday through Sunday

Van + 2 men	\$115/hour	\$120/hour
Van + 3 men	\$145/hour	\$150/hour
Van + 4 men	\$175/hour	\$180/hour

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

• **Packing/Moving/Labor Rates****PEAK SEASON****Monday through Thursday**

Van + 2 men	\$120/hour	\$120/hour
Van + 3 men	\$150/hour	\$150/hour
Van + 4 men	\$180/hour	\$180/hour

Friday through Sunday

Van + 2 men	\$120/hour	\$129/hour
Van + 3 men	\$150/hour	\$159/hour
Van + 4 men	\$180/hour	\$189/hour

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

The Company's current off peak season is October 1 through April 30, and the current peak season is for the period of May 1 through September 30. Additionally, the Company proposes to (a) a charge for packing supplies at market price plus 25%; (b) reduce charge for each additional stop other than final destination from \$75 to \$55; (c) increase the overnight truck storage fee after one (1) day from \$200 per truck, per day to \$500 per truck, per day; (d) add a discount offered to members of the armed forces, veterans, and senior citizens of 5% off labor total; and (e) proposes various increases in the Company's hourly peak rates and off-peak rates as noted in Table 1 above. See Order Exhibit No. 1.

ORS completed a review of the proposed tariff and filed its Impact Study with the Commission on March 11, 2021. ORS's Impact Study revealed that Good Greek was in compliance with the Commission's rules and regulations at its compliance review on February 1, 2021. Furthermore, ORS advised that Good Greek is currently in compliance with all filing and reporting requirements, and no consumer complaints have been filed against the Company within the past twelve months.

Lastly, from the comparison report completed by ORS of the tariff modifications proposed by Good Greek to the South Carolina Tariff Bureau's ("SCTB") rates, it appears that the majority of the Company's rates are above the SCTB rates, where a comparison rate is available.

IV. LAW

The Commission is authorized to fix or approve just and reasonable motor vehicle carrier rates. S.C. Code Ann. § 58-23-1010 (2015) and S.C. Code Ann. Regs. 103-192 (2012). A motor vehicle carrier cannot begin operations until the Commission approves

its rates, fares, and charges or any other changes to its rates, fares, and charges. S.C. Code Ann. Regs. 103-130 (2012).

In addition to regulating just and reasonable rates, the Commission also prohibits rate discrimination. Undue preference is not permitted. S. C. Code Ann. Regs. 103-197 (2012). No motor carrier can give unreasonable preference, unjust discrimination, or undue or unreasonable prejudice or disadvantage to any "person, port, gateway, locality, or description of traffic." *Id.*

Likewise, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission. S.C. Code Ann. Regs. 103-198 (2012). This principle is generally known as the filed-rate doctrine. Under this doctrine, a regulated entity is prohibited from charging rates for its services other than those properly filed with the appropriate regulatory authority. 64 Am. Jur. 2d *Public Utilities* § 62 (August 2020).

V. DISCUSSION

In the present case, Good Greek requests approval of an increase in hourly rates and other tariff changes, including a decrease in charges. The proposed increase in hourly rates, as well as decrease in other charges, are within a reasonable range of the SCTB rates. The rates are not discriminatory, and the tariff changes are reasonable. The ORS Impact Study reveals that Good Greek is in compliance with applicable Commission rules and regulations, and the Company has had no complaints lodged against it. No person or party has stated opposition to approval of the proposed tariff. Accordingly, the Application of

Good Greek to increase hourly rates and implement other tariff changes, including a decrease, should be approved.

VI. FINDINGS OF FACT

1. Good Greek proposes approval of amendments to its tariff with regard to an increase in hourly rates; changes to the date ranges for peak and off-peak seasons; a charge for packing supplies is market price plus 25%; a decrease in the charge for each additional stop other than final destination from \$75 to \$55; an increase the overnight truck storage fee after one (1) day from \$200 per truck, per day to \$500 per truck, per day; the addition of a discount offered to members of the armed forces, veterans, and senior citizens of 5% off labor total; and, certain other changes.

2. The amendments to the hourly rates and other charges are within a reasonable range of the SCTB rates.

VII. CONCLUSIONS OF LAW

1. The amendments to the hourly rates and certain other tariff changes are just and reasonable and non-discriminatory. S.C. Code Ann. § 58-23-1010 (2015) and S.C. Code Ann. Regs. 103-192 (2012).

2. The changes proposed by Good Greek in its Amended Tariff should be approved.

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED THAT:

1. The Application of FCF moving & Storage, LLC d/b/a Good Greek Moving & Storage to amend its tariff is granted.

2. The proposed amendments to the hourly rates and other changes are hereby approved, and the Amended Tariff is approved. A copy of the Amended Tariff is attached hereto as Order Exhibit No. 1.

3. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Justin T. Williams, Chairman
Public Service Commission of
South Carolina

TARIFF NO. 1

FCF Moving & Storage LLC, dba Good Greek Moving & Storage

**JOINT AND LOCAL RATES
APPLYING ON**

HOUSEHOLD GOODS

**TRAFFIC HAVING ORIGIN, DESTINATION, AND ENTIRE
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA
HOUSEHOLD GOODS TARIFF**

EFFECTIVE DATE: _____

FCF Moving & Storage LLC dba Good Greek Moving & Storage

I. Packing/Moving/Labor Rates:

A. October 1 through April 30 (Off Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$110.00
Van + 3 men	\$140.00
Van + 4 men	\$170.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$120.00
Van + 3 men	\$150.00
Van + 4 men	\$180.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

B. May 1 through September 30 (Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$120.00
Van + 3 men	\$150.00
Van + 4 men	\$180.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$159.00
Van + 4 men	\$189.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

Terms and conditions:

1. \$30.00 charge per hour per additional man.

2. Standard rates are charged for each additional van. Example: The hourly rate for an offseason weekday move with 2 vans + 4 men is \$220.00 (\$110.00 + \$110.00).
3. 2-hour labor minimum on all moves.
4. 4-hour labor minimum on holidays.
5. There will be a one-time trip charge of one hour (at the applicable hourly rate) for moves with origin and destination within 50 miles of the Simpsonville office /warehouse. We will charge an additional one-half hour for every additional 25 miles traveled thereafter. The labor clock will start when the moving crew arrives at the first location and continue to the destination until the unload is completed. Example- (within 50 miles) The truck arrives at 8:00 am and starts loading. The truck travels to the destination, and unloading is completed at 2:00 pm. We will charge 6.0 hrs. of labor plus 1.0 travel.
6. Wait time not caused by the carrier will be charged at the applicable hourly rate.
7. A charge of \$55.00 will be applied for each additional stop other than the final destination.
8. We will provide active members of the military a 5% discount off labor total.
9. Charges based on time will be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
 - (a) When the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
 - (b) When the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one-half hour.
 - (c) When the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three-quarters of an hour.
 - (d) When the time involved is more than 45 minutes, the charge shall be for one hour.
10. Overnight Storage: \$200 per truck for the first night and if next day's unload starts after 12 pm, an additional \$500 per day, per truck.

II. Fuel Surcharge

A fuel surcharge of 10% of the total charges (labor travel and materials) will be added to each bill.

III. Packing Containers (Material Prices)

Packing Containers/Material will be charged at market price, plus 25%.

IV. Bulky Items

Motorcycles	\$80.00
Piano / Pipe organ 400 pounds or more	\$75.00
Grand Piano	\$75.00
Safe	\$75.00
Hot Tub	\$150.00
Riding Mower	\$75.00
Canoe / Small Boat	\$75.00

V. Payment

Carrier requires payment in cash, a valid credit or debit card, or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier before the start of the move. A 3% charge will be added for payment by credit or debit card.

VI. Rules and Regulations

A. Claims

1. All claims for loss, damage, or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. Good Greek Moving & Storage must be given a reasonable opportunity to inspect the damaged items.
3. Customer (shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article unless specifically expected. The customer (shipper) hereby declares valuations in excess of the above limits on the following articles: No additional valuation purchased.

B. Computing Charges

1. FCF M&S dba Good Greek Moving & Storage rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section I plus additional charges for packing containers, storage, fuel and bulky items as providing in Sections II, III, IV and V less and applicable discounts or charges waived by the carrier with pre-approval from the Public Service Commission.
2. FCF M&S dba Good Greek Moving & Storage reserves the right to offer

and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the bill of lading.

C. Governing Authorities

FCF M&S dba Good Greek Moving & Storage rates and charges are governed by the terms and conditions of its tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

CI. Items of Particular Value

FCF M&S dba Good Greek Moving & Storage does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. FCF M&S dba Good Greek Moving & Storage will not accept responsibility for safe delivery of such articles if they come into FCF M&S dba Good Greek Moving & Storage's possession with or without FCF M&S dba Good Greek Moving & Storage's knowledge.

CII. Bill of Lading, Contract Terms and Conditions

1. Each customer will be provided with a copy of FCF M&S dba Good Greek Moving & Storage's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
2. Each customer will be provided with a copy of FCF M&S dba Good Greek Moving & Storage's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is attached hereto as Addendum B and its terms are incorporated by reference as if they were repeated verbatim here.

3. Each customer will be provided with a copy of FCF M&S dba Good Greek Moving & Storage's Customer Checklist. A copy of this Checklist is attached hereto as Addendum C and its terms are incorporated by reference as if they were repeated verbatim here.

F. Delays

FCF M&S dba Good Greek Moving & Storage is not liable for any delays in transporting household goods resulting from an act of God.



NOTICE

LIMITATION OF LIABILITY ON PRESSBOARD, PARTICLE BOARD AND/OR ENGINEERED WOOD FURNITURE

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assemble unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- **Option 1-** I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- **Option 2-** I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- **Option 3-** I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may

be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.

Shipper, owner, or consignee

Date



***** Customer Please Read Carefully, This for your Protection!*****

1. **Items Left:** Good Greek Moving & Storage cannot be held responsible for items left at the residence after loading. It is the customer's responsibility to make sure nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out before the truck leaves the job. **Initial:** _____
2. **Packed By Owner or "PBO":** Damages incurred to "PBO" items can not be compensated for the event of a claim as we did not pack these items & are unaware of their existing condition. **Initial:** _____
3. **Valuables:** Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck. Please carry these items with you to protect their value. **Initial:** _____
4. **Appliances/Electronics:** Good Greek Moving & Storage cannot disconnect or reconnect any gas, plumbing or electrical items. Our men are not qualified nor allowed procedural to do this. All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes, or a crate will be built for their protection. We can provide this for you at an additional charge. **Initial:** _____
5. **Firearms/Chemicals:** We are **PROHIBITED BY LAW** from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind. All these items the customer is responsible for moving. **Initial:** _____
6. **Walls, Banisters, floors, ceiling, etc.:** While attempting to move any furniture or other items into or out of any area of the home or property, the customer hereby accepts all responsibility for any piece and any damage which may occur. **Initial:** _____
7. **Payment:** Good Greek Moving & Storage collects payment on delivery. Good Greek M&S does not do any post billing. We accept Cash and Major Credit and Debit Cards: **Initial:** _____
8. **Valuation:** The customer is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article** unless specifically accepted. The customer hereby declares valuations in excess of the above limits on the following articles: **NO ADDITIONAL VALUATION PURCHASED.** **Initial:** _____

Customer Signature: _____ **Date:** _____